

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ALEXANDRA RASEY-SMITH;
GORDON GENE MACCANI; and
JANET MACCANI.

Plaintiffs.

V.

CITY OF LOS ANGELES, and
DOES 1-10, inclusive,

Defendants.

Case No. 2:24-cv-3265-MWC
(SSCx)

STIPULATED PROTECTIVE ORDER¹

1. INTRODUCTION

1.1 Purposes and Limitations. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted.

Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Stephanie S. Christensen's Procedures as of 24 July 2023.

1 items that are entitled to confidential treatment under the applicable
2 legal principles.

3 1.2 Good Cause Statement. This action involves the City of Los
4 Angeles and members of the Los Angeles Police Department. Plaintiff is
5 seeking materials and information that Defendants the City of Los
6 Angeles et al. (“City”) maintains as confidential, such as personnel files
7 of the police officers involved in this incident, Internal Affairs materials
8 and information, video recordings, audio recordings, photographs, Force
9 Investigation Division materials and information and other
10 administrative materials and information currently in the possession of
11 the City and which the City believes need special protection from public
12 disclosure and from use for any purpose other than prosecuting this
13 litigation. Plaintiff is also seeking official information contained in the
14 personnel files of the police officers involved in the subject incident,
15 which the City maintains as strictly confidential and which the City
16 believes need special protection from public disclosure and from use for
17 any purpose other than prosecuting this litigation.

18 The City asserts that the confidentiality of the materials and
19 information sought by Plaintiff is recognized by California and federal
20 law, as evidenced *inter alia* by California *Penal Code* section 832.7 and
21 *Kerr v. United States Dist. Ct. for N.D. Cal.*, 511 F.2d 192, 198 (9th Cir.
22 1975), aff’d, 426 U.S. 394 (1976). The City has not publicly released the
23 materials and information referenced above except under protective
24 order or pursuant to a court order, if at all. These materials and
25 information are of the type that has been used to initiate disciplinary
26 action against Los Angeles Police Department (“LAPD”) officers, and has
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1 been used as evidence in disciplinary proceedings, where the officers'
2 conduct was considered to be contrary to LAPD policy.

3 The City contends that absent a protective order delineating the
4 responsibilities of nondisclosure on the part of the parties hereto, there is
5 a specific risk of unnecessary and undue disclosure by one or more of the
6 many attorneys, secretaries, law clerks, paralegals and expert witnesses
7 involved in this case, as well as the corollary risk of embarrassment,
8 harassment and professional and legal harm on the part of the LAPD
9 officers referenced in the materials and information.

10 The City also contends that the unfettered disclosure of the
11 materials and information, absent a protective order, would allow the
12 media to share this information with potential jurors in the area,
13 impacting the rights of the City herein to receive a fair trial.

14 Accordingly, to expedite the flow of information, to facilitate the
15 prompt resolution of disputes over confidentiality of discovery materials,
16 to adequately protect information the parties are entitled to keep
17 confidential, to ensure that the parties are permitted reasonable
18 necessary uses of such material in preparation for and in the conduct of
19 trial, to address their handling at the end of the litigation, and serve the
20 ends of justice, a protective order for such information is justified in this
21 matter. It is the intent of the parties that information will not be
22 designated as confidential for tactical reasons and that nothing be so
23 designated without a good faith belief that it has been maintained in a
24 confidential, non-public manner, and there is good cause why it should
25 not be part of the public record of this case.

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1 1.3 Acknowledgment of Procedure for Filing Under Seal. The
2 parties further acknowledge, as set forth in Section 12.3, below, that this
3 Stipulated Protective Order does not entitle them to file confidential
4 information under seal; Local Rule 79-5 sets forth the procedures that
5 must be followed and the standards that will be applied when a party
6 seeks permission from the court to file material under seal.

7 There is a strong presumption that the public has a right of access
8 to judicial proceedings and records in civil cases. In connection with
9 non-dispositive motions, good cause must be shown to support a filing
10 under seal. *See Kamakana v. City and Cnty. of Honolulu*, 447 F.3d
11 1172, 1176 (9th Cir. 2006), *Phillips ex rel. Ests. of Byrd v. Gen. Motors*
12 *Corp.*, 307 F.3d 1206, 1210–11 (9th Cir. 2002), *Makar-Welbon v. Sony*
13 *Elecs., Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated
14 protective orders require good cause showing), and a specific showing of
15 good cause or compelling reasons with proper evidentiary support and
16 legal justification, must be made with respect to Protected Material that
17 a party seeks to file under seal. The parties' mere designation of
18 Disclosure or Discovery Material as CONFIDENTIAL does not—
19 without the submission of competent evidence by declaration,
20 establishing that the material sought to be filed under seal qualifies as
21 confidential, privileged, or otherwise protectable—constitute good cause.
22

23 Further, if a party requests sealing related to a dispositive motion
24 or trial, then compelling reasons, not only good cause, for the sealing
25 must be shown, and the relief sought shall be narrowly tailored to serve
26 the specific interest to be protected. *See Pintos v. Pac. Creditors Ass'n*,
27 605 F.3d 665, 677–79 (9th Cir. 2010). For each item or type of
28 information, document, or thing sought to be filed or introduced under

1 seal in connection with a dispositive motion or trial, the party seeking
2 protection must articulate compelling reasons, supported by specific
3 facts and legal justification, for the requested sealing order. Again,
4 competent evidence supporting the application to file documents under
5 seal must be provided by declaration.

6 Any document that is not confidential, privileged, or otherwise
7 protectable in its entirety will not be filed under seal if the confidential
8 portions can be redacted. If documents can be redacted, then a redacted
9 version for public viewing, omitting only the confidential, privileged, or
10 otherwise protectable portions of the document, shall be filed. Any
11 application that seeks to file documents under seal in their entirety
12 should include an explanation of why redaction is not feasible.
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14 **2. DEFINITIONS**

15 2.1 Action: *Alexandra Rasey-Smith, et al., v. City of Los Angeles,*
16 *et al.*, Case No. 2:24-cv-3265-MWC (SSCx).

17 2.2 Challenging Party: a Party or Non-Party that challenges the
18 designation of information or items under this Order.

19 2.3 “CONFIDENTIAL” Information or Items: information
20 (regardless of how it is generated, stored or maintained) or tangible
21 things that qualify for protection under Rule 26(c) of the Federal Rules of
22 Civil Procedure, and as specified above in the Good Cause Statement.

23 2.4 Counsel: Outside Counsel of Record and House Counsel (as
24 well as their support staff).

25 2.5 Designating Party: a Party or Non-Party that designates
26 information or items that it produces in disclosures or in responses to
27 discovery as “CONFIDENTIAL.”

1 2.6 Disclosure or Discovery Material: all items or information,
2 regardless of the medium or manner in which it is generated, stored, or
3 maintained (including, among other things, testimony, transcripts, and
4 tangible things), that are produced or generated in disclosures or
5 responses to discovery in this matter.

6 2.7 Expert: a person with specialized knowledge or experience in
7 a matter pertinent to the litigation who has been retained by a Party or
8 its counsel to serve as an expert witness or as a consultant in this Action.

9 2.8 Final Disposition: the later of (1) dismissal of all claims and
10 defenses in this Action, with or without prejudice; and (2) final judgment
11 herein after the completion and exhaustion of all appeals, rehearings,
12 remands, trials, or reviews of this Action, including the time limits for
13 filing any motions or applications for extension of time pursuant to
14 applicable law.

15 2.9 In-House Counsel: attorneys who are employees of a party to
16 this Action. In-House Counsel does not include Outside Counsel of
17 Record or any other outside counsel.

18 2.10 Non-Party: any natural person, partnership, corporation,
19 association, or other legal entity not named as a Party to this action.

20 2.11 Outside Counsel of Record: attorneys who are not employees
21 of a party to this Action but are retained to represent or advise a party to
22 this Action and have appeared in this Action on behalf of that party or
23 are affiliated with a law firm which has appeared on behalf of that party,
24 and includes support staff.

25 2.12 Party: any party to this Action, including all of its officers,
26 directors, employees, consultants, retained experts, and Outside Counsel
27 of Record (and their support staffs).

1 2.13 Producing Party: a Party or Non-Party that produces
2 Disclosure or Discovery Material in this Action.

3 2.14 Professional Vendors: persons or entities that provide
4 litigation- support services (e.g., photocopying, videotaping, translating,
5 preparing exhibits or demonstrations, and organizing, storing, or
6 retrieving data in any form or medium) and their employees and
7 subcontractors.

8 2.15 Protected Material: any Disclosure or Discovery Material that
9 is designated as “CONFIDENTIAL.”

10 2.16 Receiving Party: a Party that receives Disclosure or Discovery
11 Material from a Producing Party.

12
13 **3. SCOPE**

14 The protections conferred by this Stipulation and Order cover not
15 only Protected Material (as defined above), but also (1) any information
16 copied or extracted from Protected Material; (2) all copies, excerpts,
17 summaries, or compilations of Protected Material; and (3) any
18 testimony, conversations, or presentations by Parties or their Counsel
19 that might reveal Protected Material.

20 Any use of Protected Material at trial shall be governed by the
21 orders of the trial judge. This Stipulated Protective Order does not
22 govern the use of Protected Material at trial.

23
24 **4. TRIAL AND DURATION**

25 The terms of this Stipulated Protective Order apply through Final
26 Disposition of the Action.

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1 Once a case proceeds to trial, information that was designated as
2 CONFIDENTIAL or maintained pursuant to this Stipulated Protective
3 Order and used or introduced as an exhibit at trial becomes public and
4 will be presumptively available to all members of the public, including
5 the press, unless compelling reasons supported by specific factual
6 findings to proceed otherwise are made to the trial judge in advance of
7 the trial. *See Kamakana*, 447 F.3d at 1180–81 (distinguishing “good
8 cause” showing for sealing documents produced in discovery from
9 “compelling reasons” standard when merits-related documents are part
10 of court record). Accordingly, for such materials, the terms of this
11 Stipulated Protective Order do not extend beyond the commencement of
12 the trial.

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5. **DESIGNATING PROTECTED MATERIAL**

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5.1 Exercise of Restraint and Care in Designating Material for
Protection. Each Party or Non-Party that designates information or
items for protection under this Order must take care to limit any such
designation to specific material that qualifies under the appropriate
standards. The Designating Party must designate for protection only
those parts of material, documents, items, or oral or written
communications that qualify so that other portions of the material,
documents, items, or communications for which protection is not
warranted are not swept unjustifiably within the ambit of this Order.

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Mass, indiscriminate, or routinized designations are prohibited.
Designations that are shown to be clearly unjustified or that have been
made for an improper purpose (e.g., to unnecessarily encumber the case
development process or to impose unnecessary expenses and burdens on

1 other parties) may expose the Designating Party to sanctions.

2 If it comes to a Designating Party's attention that information or
3 items that it designated for protection do not qualify for protection, that
4 Designating Party must promptly notify all other Parties that it is
5 withdrawing the inapplicable designation.

6 **5.2 Manner and Timing of Designations.** Except as otherwise
7 provided in this Stipulated Protective Order (see, e.g., second paragraph
8 of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure
9 or Discovery Material that qualifies for protection under this Stipulated
10 Protective Order must be clearly so designated before the material is
11 disclosed or produced.

12 Designation in conformity with this Stipulated Protective Order
13 requires:

14 (a) for information in documentary form (e.g., paper or electronic
15 documents, but excluding transcripts of depositions or other pretrial or
16 trial proceedings), that the Producing Party affix at a minimum, the
17 legend "CONFIDENTIAL" to each page that contains protected
18 material. If only a portion or portions of the material on a page
19 qualifies for protection, the Producing Party also must clearly identify
20 the protected portion(s) (e.g., by making appropriate markings in the
21 margins).

22 A Party or Non-Party that makes original documents available for
23 inspection need not designate them for protection until after the
24 inspecting Party has indicated which documents it would like copied
25 and produced. During the inspection and before the designation, all of
26 the material made available for inspection shall be deemed
27 CONFIDENTIAL. After the inspecting Party has identified the

1 documents it wants copied and produced, the Producing Party must
2 determine which documents, or portions thereof, qualify for protection
3 under this Stipulated Protective Order. Then, before producing the
4 specified documents, the Producing Party must affix the
5 “CONFIDENTIAL” legend to each page that contains Protected
6 Material. If only a portion or portions of the material on a page
7 qualifies for protection, the Producing Party also must clearly identify
8 the protected portion(s) (e.g., by making appropriate markings in the
9 margins).

10 (b) for testimony given in depositions that the Designating Party
11 identify the Disclosure or Discovery Material on the record, before the
12 close of the deposition all protected testimony.

13 (c) for information produced in some form other than
14 documentary and for any other tangible items, that the Producing Party
15 affix in a prominent place on the exterior of the container or containers
16 in which the information is stored the “CONFIDENTIAL” legend. If
17 only a portion or portions of the information warrants protection, the
18 Producing Party, to the extent practicable, shall identify the protected
19 portion(s).

21 **5.3 Inadvertent Failures to Designate.** If timely corrected, an
22 inadvertent failure to designate qualified information or items does not,
23 standing alone, waive the Designating Party’s right to secure protection
24 under this Order for such material. Upon timely correction of a
25 designation, the Receiving Party must make reasonable efforts to assure
26 that the material is treated in accordance with the provisions of this
27 Stipulated Protective Order.

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1 6. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 6.1 Timing of Challenges. Any Party or Non-Party may
3 challenge a designation of confidentiality at any time that is consistent
4 with the court's Scheduling Order.

5 6.2 Meet and Confer. The Challenging Party shall initiate the
6 dispute resolution process under Local Rule 37.1 et seq. and with
7 Section 2 of Judge Christensen's Civil Procedures titled "Brief Pre-
8 Discovery Motion Conference."²

9 6.3 The burden of persuasion in any such challenge proceeding
10 shall be on the Designating Party. Frivolous challenges, and those
11 made for an improper purpose (e.g., to harass or impose unnecessary
12 expenses and burdens on other parties) may expose the Challenging
13 Party to sanctions. Unless the Designating Party has waived or
14 withdrawn the confidentiality designation, all parties shall continue to
15 afford the material in question the level of protection to which it is
16 entitled under the Producing Party's designation until the court rules on
17 the challenge.

19 7. **ACCESS TO AND USE OF PROTECTED MATERIAL**

21 7.1 Basic Principles. A Receiving Party may use Protected
22 Material that is disclosed or produced by another Party or by a Non-
23 Party in connection with this Action only for prosecuting, defending, or
24 attempting to settle this Action. Such Protected Material may be
25 disclosed only to the categories of persons and under the conditions

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28 ² Judge Christensen's Procedures are available at
<https://www.cacd.uscourts.gov/honorable-stephanie-s-christensen>.

1 described in this Order. When the Action reaches a Final Disposition, a
2 Receiving Party must comply with the provisions of section 13 below.

3 Protected Material must be stored and maintained by a Receiving
4 Party at a location and in a secure manner that ensures that access is
5 limited to the persons authorized under this Stipulated Protective
6 Order.

7 **7.2 Disclosure of “CONFIDENTIAL” Information or Items.**

8 Unless otherwise ordered by the court or permitted in writing by the
9 Designating Party, a Receiving Party may disclose any information or
10 item designated “CONFIDENTIAL” only:

11 (a) to the Receiving Party’s Outside Counsel of Record in this
12 Action, as well as employees of said Outside Counsel of Record to whom
13 it is reasonably necessary to disclose the information for this Action;

14 (b) to the officers, directors, and employees (including House
15 Counsel) of the Receiving Party to whom disclosure is reasonably
16 necessary for this Action;

17 (c) to Experts (as defined in this Order) of the Receiving Party to
18 whom disclosure is reasonably necessary for this Action and who have
19 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (d) to the court and its personnel;

21 (e) to court reporters and their staff;

22 (f) to professional jury or trial consultants, mock jurors, and
23 Professional Vendors to whom disclosure is reasonably necessary for
24 this Action and who have signed the “Acknowledgment and Agreement
25 to Be Bound” (Exhibit A);

26 (g) to the author or recipient of a document containing the
27 information or a custodian or other person who otherwise possessed or

1 knew the information;

2 (h) during their depositions, to witnesses, and attorneys for
3 witnesses, in the Action to whom disclosure is reasonably necessary,
4 provided: (1) the deposing party requests that the witness sign the
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and (2) the
6 witness will not be permitted to keep any confidential information
7 unless they sign the “Acknowledgment and Agreement to Be Bound”
8 (Exhibit A), unless otherwise agreed by the Designating Party or
9 ordered by the court. Pages of transcribed deposition testimony or
10 exhibits to depositions that reveal Protected Material may be separately
11 bound by the court reporter and may not be disclosed to anyone except
12 as permitted under this Stipulated Protective Order; and

13 (i) to any mediator or settlement officer, and their supporting
14 personnel, mutually agreed upon by any of the parties engaged in
15 settlement discussions.

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18 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
19 **PRODUCED IN OTHER LITIGATION**

20 If a Party is served with a subpoena or a court order issued in
21 other litigation that compels disclosure of any information or items
22 designated in this Action as “CONFIDENTIAL,” that Party must:

23 (a) promptly notify in writing the Designating Party. Such
24 notification shall include a copy of the subpoena or court order;

25 (b) promptly notify in writing the party who caused the
26 subpoena or order to issue in the other litigation that some or all of the
27 material covered by the subpoena or order is subject to this Protective
28 Order. Such notification shall include a copy of this Stipulated

1 Protective Order; and

2 (c) cooperate with respect to all reasonable procedures sought to
3 be pursued by the Designating Party whose Protected Material may be
4 affected.

5 If the Designating Party timely seeks a protective order, the Party
6 served with the subpoena or court order shall not produce any
7 information designated in this action as “CONFIDENTIAL” before a
8 determination by the court from which the subpoena or order issued,
9 unless the Party has obtained the Designating Party’s permission. The
10 Designating Party shall bear the burden and expense of seeking
11 protection in that court of its confidential material and nothing in these
12 provisions should be construed as authorizing or encouraging a
13 Receiving Party in this Action to disobey a lawful directive from another
14 court.

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16 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
17 **PRODUCED IN THIS LITIGATION**

18 9.1 Application. The terms of this Stipulated Protective Order
19 are applicable to information produced by a Non-Party in this Action and
20 designated as “CONFIDENTIAL.” Such information produced by Non-
21 Parties in connection with this litigation is protected by the remedies
22 and relief provided by this Order. Nothing in these provisions should be
23 construed as prohibiting a Non-Party from seeking additional
24 protections.

25 9.2 Notification. In the event that a Party is required, by a valid
26 discovery request, to produce a Non-Party’s confidential information in
27 its possession, and the Party is subject to an agreement with the Non-
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1 Party not to produce the Non-Party's confidential information, then the
2 Party shall:

3 (a) promptly notify in writing the Requesting Party and the
4 Non-Party that some or all of the information requested is subject to a
5 confidentiality agreement with a Non-Party;
6 (b) make the information requested available for inspection by
7 the Non-Party, if requested.

8 9.3 Conditions of Production. If the Non-Party fails to seek a
9 protective order from this court within 30 days of receiving the notice
10 and accompanying information, the Receiving Party may produce the
11 Non-Party's confidential information responsive to the discovery request.
12 If the Non-Party timely seeks a protective order, the Receiving Party
13 shall not produce any information in its possession or control that is
14 subject to the confidentiality agreement with the Non-Party before a
15 determination by the court. Absent a court order to the contrary, the
16 Non-Party shall bear the burden and expense of seeking protection in
17 this court of its Protected Material.
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20 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED**
21 **MATERIAL**

22 If a Receiving Party learns that, by inadvertence or otherwise, it
23 has disclosed Protected Material to any person or in any circumstance
24 not authorized under this Stipulated Protective Order, the Receiving
25 Party must immediately (a) notify in writing the Designating Party of
26 the unauthorized disclosures, (b) use its best efforts to retrieve all
27 unauthorized copies of the Protected Material, (c) inform the person or
28 persons to whom unauthorized disclosures were made of all the terms of

1 this Order, and (d) request such person or persons to execute the
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A).
3

4 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
5 **OTHERWISE PROTECTED MATERIAL**

6 When a Producing Party gives notice to Receiving Parties that
7 certain inadvertently produced material is subject to a claim of privilege
8 or other protection, the obligations of the Receiving Parties are those set
9 forth in Rule 26(b)(5)(B) of the Federal Rules of Civil Procedure. This
10 provision is not intended to modify whatever procedure may be
11 established in an e-discovery order that provides for production without
12 prior privilege review. Pursuant to Rules 502(d) and (e) of the Federal
13 Rules of Evidence, insofar as the parties reach an agreement on the
14 effect of disclosure of a communication or information covered by the
15 attorney-client privilege or work product protection, the parties may
16 incorporate their agreement in the stipulated protective order
17 submitted to the court.
18

19 **12. MISCELLANEOUS**

20 21.1 Right to Further Relief. Nothing in this Stipulated
22 Protective Order abridges the right of any person to seek its
23 modification by the court in the future.

24 25.2 Right to Assert Other Objections. By stipulating to the entry
26 of this Stipulated Protective Order no Party waives any right it
27 otherwise would have to object to disclosing or producing any
28 information or item on any ground not addressed in this Stipulated
Protective Order. Similarly, no Party waives any right to object on any

1 ground to use in evidence of any of the material covered by this
2 Stipulated Protective Order.

3 12.3 Filing Protected Material. A Party that seeks to file under
4 seal any Protected Material must comply with Local Rule 79-5.
5 Protected Material may only be filed under seal pursuant to a court
6 order authorizing the sealing of the specific Protected Material at issue.
7 If a Party's request to file Protected Material under seal is denied by the
8 court, then the Receiving Party may file the information in the public
9 record unless otherwise instructed by the court.
10

11 **13. FINAL DISPOSITION**

12 After the Final Disposition of this Action, as defined in paragraph
13 4, within 30 days of a written request by the Designating Party, each
14 Receiving Party must return all Protected Material to the Producing
15 Party or destroy such material. As used in this subdivision, "all
16 Protected Material" includes all copies, abstracts, compilations,
17 summaries, and any other format reproducing or capturing any of the
18 Protected Material. Whether the Protected Material is returned or
19 destroyed, the Receiving Party must submit a written certification to
20 the Producing Party (and, if not the same person or entity, to the
21 Designating Party) by the 30 day deadline that (1) identifies (by
22 category, where appropriate) all the Protected Material that was
23 returned or destroyed and (2) affirms that the Receiving Party has not
24 retained any copies, abstracts, compilations, summaries or any other
25 format reproducing or capturing any of the Protected Material.
26 Notwithstanding this provision, Counsel is entitled to retain an archival
27 copy of all pleadings, motion papers, trial, deposition, and hearing
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1 transcripts, legal memoranda, correspondence, deposition and trial
2 exhibits, expert reports, attorney work product, and consultant and
3 expert work product, even if such materials contain Protected Material.
4 Any such archival copies that contain or constitute Protected Material
5 remain subject to this Protective Order as set forth in Section 4.
6

7 **14. VIOLATION**

8 Any violation of this Stipulated Protective Order may be punished
9 by any and all appropriate measures including, without limitation,
10 contempt proceedings and/or monetary sanctions.
11

12 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**
13

14 Dated: January 15, 2025 **LAW OFFICES OF DALE K. GALIPO**
15

16 By: /s/ Eric Valenzuela

17 Eric Valenzuela, Esq.

18 *Attorneys for Plaintiffs*

19 ALEXANDRA RASEY-SMITH; GORDON
GENE MACCANI; and JANET MACCANI

20
21 Dated: January 15, 2025 **HYDEE FELDSTEIN SOTO**, City Attorney
22 **DENISE C. MILLS**, Chief Deputy City Atty
23 **KATHLEEN KENEALY**, Chief Asst City Atty
24 **CORY M. BRENT**, Senior Asst City Atty

25 By: Ty A. Ford

26 TY A. FORD, Deputy City Attorney

27 *Attorneys for Defendant*

28 CITY OF LOS ANGELES

1 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**
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DATED: _____

STEPHANIE S. CHRISTENSEN
United States Magistrate Judge

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

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4 I, _____ [print or type full name], of

5 _____ [print or type full address], declare under

6 penalty of perjury that I have read in its entirety and understand the

7 Stipulated Protective Order that was issued by the United States

8 District Court for the Central District of California on

9 _____, 2025 in the case of *Alexandra Rasey-Smith, et al., v. City of Los Angeles, et al.*, Case No. 2:24-cv-3265-MWC (SSCx). I

10 agree to comply with and to be bound by all the terms of this

11 Stipulated Protective Order and I understand and acknowledge that

12 failure to so comply could expose me to sanctions and punishment in

13 the nature of contempt. I solemnly promise that I will not disclose in

14 any manner any information or item that is subject to this Stipulated

15 Protective Order to any person or entity except in strict compliance

16 with the provisions of this Order.

17

18 I further agree to submit to the jurisdiction of the United States

19 District Court for the Central District of California for the purpose of

20 enforcing the terms of this Stipulated Protective Order, even if such

21 enforcement proceedings occur after termination of this action. I

22 hereby appoint _____ [print or type full name]

23 of _____ [print or type full address and telephone number] as

24 my California agent for service of process in connection with this action

25 or any proceedings related to enforcement of this Stipulated Protective

26 Order.

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2 Date: _____
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4 City and State where sworn and
5 signed: _____
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7 Printed name: _____
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9 Signature: _____
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